

AMENDMENT OF SOLICITATION/ MODIFICATION OF CONTRACT		1. CONTRACT ID CODE NASS-00047	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. TWELVE (12)	3. EFFECTIVE DATE See Block 16C 214.6	4. REQUISITION/PURCHASE REQ. NO. See Block 12	5. PROJECT NO. (If applicable)
6. ISSUED BY National Aeronautics and Space Administration Goddard Space Flight Center Code 214.6/Contracting Officer Greenbelt, MD 20771		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

QSS Group, Inc.
4500 Forbes Boulevard
Lanham, MD 20706

CODE	FACILITY CODE
(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
X 10A. MODIFICATION OF CONTRACT/ORDER NO. NASS-00047	10B. DATED (SEE ITEM 13) 01/01/00

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ☐ Copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer Submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram Or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
B/NC: 181

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(X)

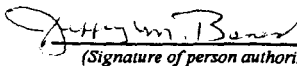

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A UNDER FAR 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987)
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, Appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) B.2 "OPTION TO EXTEND--SERVICE CONTRACT" (GSFC 52.217-93) (DEC 1992)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. description of amendment/modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise the option to extend, to make administrative corrections, and to provide an additional allotment of funds. Accordingly,

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JEFFRY M. BARNES MANAGER OF CONTRACTS		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Verron M. Brade, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 6/4/01	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 6/4/01

The purpose of this modification is to (1) exercise the option as defined in B.2 OPTION TO EXTEND--SERVICE CONTRACT (GSFC 52.217-93), (2) make administrative changes and (3) provide an additional allotment of funds.

1(a) B.4 ESTIMATED COST, INCENTIVE, AWARD FEE (CPIF/AF) is changed as follows:

	<u>FROM</u>	<u>BY</u>	<u>TO</u>
Estimated Cost	\$23,949,894	\$13,939,291	\$37,889,185
Max. Available Award Fee	1,348,610	772,980	2,121,590
Target Cost Incentive Fee	449,537	257,660	707,197
Max Cost Incentive Fee	899,074	515,320	1,414,394
Total CPIF/AF	26,197,578	15,227,591	41,425,169

1(b) C.2 MAXIMUM LIABILITY OF THE CONTRACTOR is revised as follows:

C.2 MAXIMUM LIABILITY OF THE CONTRACTOR

The maximum cost not to be exceeded is increased from \$26,344,883 by \$15,333,220 to \$ 41,678,103.

1(c) F.3 PERIOD OF PERFORMANCE is revised as follows:

F.3 PERIOD OF PERFORMANCE

The period of performance of this Contract shall be extended through 03/15/02.

- 2(a) Due to inconsistency with clause B.4 , B.5 COST INCENTIVE is revised as follows:

The fee percentages found within subparagraphs (a)(1) and (a)(2) of Clause B.5 COST INCENTIVE, are hereby corrected to reflect the fee distribution as illustrated in Clause B.4 ESTIMATED COST, INCENTIVE, AWARD FEE (CPIF/AF). Therefore, the total incentive fee pool shall equal 40% of the total available fee under this contract. The total award fee pool shall equal 60% of the total available fee under this contract. Further, the length of each incentive fee period is hereby extended to twelve month intervals.

- 2(b) NFS Procurement Notice (PN) 97-47 updated the AWARD FEE FOR SERVICE CONTRACT clause, therefore Clause G.4 is hereby deleted in its entirety, and is replaced with the following:

G.4 AWARD FEE FOR SERVICE CONTRACTS (1852.216.76) (JUNE 2000)

- (a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in Clause B.4 "Estimated Cost, Incentive, Award Fee" in this contract.
- (b) Beginning 12 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 12 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the Performance Evaluation Plan for this contract. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.
- (c) The Government will advise the Contractor in writing of the evaluation results. The NASA Goddard Space Flight Center's Regional Finance Office will make payment based on the issuance of a unilateral modification by the contracting officer.
- (d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at "Attachment III-A" of the Performance Evaluation Plan for Contract No. NAS5-00047. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 60% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

2(c) G.13 OUTSOURCING DESKTOP INITIATIVE SERVICE-
DISCONTINUATION is hereby deleted in its entirety, as this service will now be continued for the duration of this contract.

2(d) H.8 POINTS OF CONTACT is deleted in its entirety.

3(a) Block 21 "ACCOUNTING AND APPROPRIATION" is revised as follows:

Obligate:

<u>PCN</u>	<u>JON</u>	<u>APPN</u>	<u>OBLIGATE</u>	<u>BLI</u>	<u>OC</u>
400-02261A(2P)	400-992-87-01-01	801/20110(01)	\$6,739,933	A300	40-2590

TOTAL OBLIGATION: \$6,739,933

3(b) Clause B.6 – CONTRACT FUNDING is revised to make additional funds available as follows:

	<u>FROM (Mod 11)</u>	<u>BY</u>	<u>TO</u>
Cost	\$23,949,894	\$6,161,380	\$30,111,274
Fee	2,247,684	578,553	2,826,237
TOTAL	26,197,578	6,739,933	32,937,511

The period of allotment is extended thru 11/05/01

(End of Modification)